

***A REGULAR MEETING OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS
WAS HELD AUGUST 18, 2003 AT 1:00 P.M. IN WARRENTON, VIRGINIA***

P R E S E N T Mr. Harry F. Atherton, Chairman; Mr. Joe Winkelmann, Vice-Chairman;
 Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L.
 Weeks; Mr. G. Robert Lee, County Administrator; Mr. Paul S. McCulla,
 County Attorney

A B S E N T None

AGENDA REVIEW

The Board of Supervisors reviewed the agenda.

**FISCAL YEAR 2004 PROGRAM PLAN FOR THE RAPPAHANNOCK-RAPIDAN
COMMUNITY SERVICES BOARD**

Brian Duncan, Executive Director of the Rappahannock-Rapidan Community Services Board, presented a report of the Fiscal Year 2004 Program Plan for the Rappahannock-Rapidan Community Services Board.

**UPDATE ON THE INSTALLATION OF TELEVISION RECORDING CAPABILITY
FOR GOVERNMENTAL MEETINGS**

J. Randall Wheeler, Deputy County Administrator, gave an update on the status of installation of television recording for local governmental meetings.

**WATER AND SANITATION AUTHORITY (WSA) IMPLEMENTATION PLAN TO
DEVELOP A PUBLIC WATER SYSTEM IN THE OPAL SERVICE DISTRICT**

Barney Durrett, General Manager of the Fauquier County Water and Sanitation Authority, provided an overview of the implementation plan to develop a public water system in the Opal Service District.

**DISCUSSION OF POTENTIAL REUSE OR SALE OF THE SHADOW LAWN AND
PARKS AND RECREATION ADMINISTRATION BUILDINGS LOCATED ON
CULPEPER STREET IN WARRENTON**

J. Randall Wheeler, Deputy County Administrator, discussed potential reuse or possible sale of the Shadow Lawn and Parks and Recreation administration buildings located on Culpeper Street in Warrenton.

LOW IMPACT DEVELOPMENT (LID) ORDINANCES

Rick Carr, Director of Community Development, and Christer Carshult, Staff Engineer, discussed the features of Low Impact Development.

CLOSED SESSION REGARDING PERSONNEL MATTERS

Mr. Atherton moved to go into a closed meeting pursuant to Virginia Code § 2.2-3711.A.1 for consultation with the County Administrator to discuss personnel matters not releasable to the public. Mr. Winkelmann seconded, and the vote for the motion was unanimous as follows:

Ayes: *Mr. Raymond Graham; Ms. Sharon McCamy; Mr. Joe Winkelmann; Mr. Harry Atherton; Mr. Larry L. Weeks*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

Upon reconvening from the closed meeting, Mr. Atherton moved to adopt the following certification. Mr. Winkelmann seconded, and the vote for the motion was unanimous as follows:

Ayes: *Mr. Raymond Graham; Ms. Sharon McCamy; Mr. Joe Winkelmann; Mr. Harry Atherton; Mr. Larry L. Weeks*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Fauquier County Board of Supervisors has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provision of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3711.A.1 of the Code of Virginia requires a certification by this Board of Supervisors that such closed meeting was conducted in conformity with Virginia Law; now, therefore, be it

RESOLVED this 18th day of August 2003, That the Fauquier County Board of Supervisors certifies that, to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Fauquier County Board of Supervisors.

VOTE:

Ayes: *Mr. Harry Atherton; Mr. Joe Winkelmann; Mr. Raymond Graham; Ms. Sharon McCamy; Mr. Larry L. Weeks*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

The meeting was reconvened in Regular Session at 6:30 p.m. at Warrenton Community Center.

ADOPTION OF THE AGENDA

Mr. Atherton moved to adopt the agenda with the following changes. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

- Add Consent agenda item “o”, A Resolution to Authorize the County Administrator to Execute a Lease with the Commonwealth of Virginia to Permit the Construction of a Radio Tower on Blue Mountain in G.R. Thompson Wildlife Management Area
- Add Consent agenda item “p”, A Resolution to Amend the Conditions Contained in the Conditional Donation to Fauquier Housing Corporation
- Remove Regular agenda item 4, and add as Consent agenda item “q”, A Resolution to Uphold the Planning Commission Determination that Lands Shown on the Preliminary Plat Within the Warrenton Chase Subdivision (PP03-C-17), as a Community Package Treatment Plant with Mass Drainfields, Do Not Qualify as Open Space

CITIZENS' TIME

- Talmage Reeves, Director of Economic Development, introduced Mary Prince, Tourism Coordinator for Fauquier County.
- Jo Sargent, Center District, expressed dissatisfaction with the quality of service provided by the Rappahannock-Rapidan Community Services Board.

PROCLAMATIONS AND RECOGNITIONS

- Mr. Atherton recognized Troop Leader George Brown, and Boy Scouts Adam Cooper and Patrick McDonald, of Boy Scout Troop 383, who were in attendance at the Board of Supervisors' meeting.

CONSENT AGENDA

Mr. Winkelmann moved to adopt the following consent agenda items. Mr. Weeks seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks

Nays: None

Absent During Vote: None

Abstention: None

Approval of the Minutes for the June 16, 2003 Regular Meeting of the Fauquier County Board of Supervisors

Chairman's Correspondence Review

A Resolution to Amend the FY 2003 Adopted Budget in the Amount of \$67,281 and the FY 2004 Adopted Budget in the Amount of \$53,437

RESOLUTION

A RESOLUTION TO AMEND THE FY 2003 ADOPTED BUDGET IN THE AMOUNT OF \$67,281 AND THE FY 2004 ADOPTED BUDGET IN THE AMOUNT OF \$53,437

WHEREAS, the Board of Supervisors is charged by the Code of Virginia with the preparation of an annual budget for Fauquier County; and

WHEREAS, on March 25, 2002, the Fauquier County Board of Supervisors adopted the Fauquier County FY 2003 Budget and on March 25, 2003, the Fauquier County Board of Supervisors adopted the Fauquier County FY 2004 Budget; and

WHEREAS, during the course of the fiscal year certain events occur which necessitate changing the budget plan by increasing or decreasing the total budget; and

WHEREAS, the Finance Committee has recommended FY 2003 budget adjustments of \$67,281 and FY 2004 budget adjustments of \$53,437 for the purposes set forth below; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the FY 2003 Budget be, and is hereby, amended in the amount of \$67,281 in appropriations, and the FY 2004 Budget be, and is hereby, amended in the amount of \$53,437 in appropriations, totaling \$120,718 as follows:

<u>Source</u>	<u>FROM Code</u>	<u>Amount</u>	<u>Department</u>	<u>TO Code</u>	<u>Amount</u>
<u>FY 2003</u>					
Federal Funds	3-100-331000-0171	\$980	Sheriff's Office	4-100-31200-6011	\$980
Federal Funds	3-100-331000-0045	\$800	Sheriff's Office	4-100-31200-6010	\$800
Federal Funds	3-100-331000-0056	\$2,069	Sheriff's Office	4-100-31200-1201	\$2,069

Federal Funds	3-100-331000-0056	\$14,144	Sheriff's Office	4-100-31200-1201	\$14,144
Insurance Recovery	3-100-411000-0010	\$9,718	Sheriff's Office	4-302-80301-8205	\$9,718
State Funds	3-100-244100-0145	\$1,691	Commonwealth's Attorney	4-100-22110-9999	\$1,691
Donations	3-302-189903-0001	\$10,000	Library (Bealeton Depot)	4-302-80702-8231	\$10,000
Federal Funds	3-270-331500-0010	\$8,555	Fire and Emergency Services	4-270-032420-1201	\$7,275
Federal Funds	3-270-331500-0010	\$1,541	Fire and Emergency Services (Joint Communications & Sheriff's Office)	4-270-032420-3160	\$1,280
				4-220-031410-1201	\$981
				4-100-031200-1201	\$560
Local Fees	3-205-189913-0016	\$17,783	School Division	4-302-94200-6101	\$17,783
FY 2004					
Federal Funds	3-205-332000-TBD	\$3,573	School Division	4-205-61108-6013-200-110	\$3,573
State Funds	3-205-242000-TBD	\$12,264	School Division	4-205-61100-3200-200-420	\$8,800
				4-205-61100-3500-200-420	\$900
				4-205-61100-5530-200-420	\$100
				4-205-61100-6013-200-420	\$2,464
Donations	3-302-189903-0001	\$4,000	Library – Bealeton Depot	4-302-080702-8231	\$4,000
Capital Improvements Program	3-302-94130-9999	\$30,000	Cedar Run Magisterial District Economic Opportunity – Contributions	4-100-081600-5697	\$30,000
Capital Improvements Program	3-302-94130-9999	\$3,600	Economic Opportunity – Architectural Review Board Contribution	4-100-081600-5649	\$3,600
TOTAL		<u>\$120,718</u>			<u>\$120,718</u>

A Resolution Authorizing a Grant Application for Homeland Security Funds and Designating an Applicant Agent

RESOLUTION

A RESOLUTION AUTHORIZING A GRANT APPLICATION FOR HOMELAND SECURITY FUNDS AND DESIGNATING AN APPLICANT AGENT

WHEREAS, the Department of Justice, through the Virginia Department of Emergency Management, has informed the County of its intent to award a grant to assist in preparation for the County's response to weapons of mass destruction incidents; and

WHEREAS, a requirement for the award of this grant is the designation of a Grant Applicant's Agent; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the County Administrator be, and is hereby, authorized to execute for and on behalf of

Fauquier County, a public entity established under the laws of the Commonwealth of Virginia, the 2003-II grant application, and to file such application in the appropriate State Office for the purpose of obtaining certain Federal financial assistance under the Office of Justice Programs (OJP) National Domestic Preparedness Office Grant Program(s), administered by the Commonwealth of Virginia; and, be it

RESOLVED FURTHER, That Fauquier County, a public entity established under the laws of the Commonwealth of Virginia, hereby authorizes its agent to provide to the Commonwealth and to the Office of Justice Programs (OJP) for all matters pertaining to such Federal financial assistance any and all information pertaining to this Grant as may be requested.

A Resolution to Schedule a Public Hearing to Amend the Lease With Midland Development Corporation for the Construction of a Third T-Hangar at the Warrenton-Fauquier Airport

RESOLUTION

A RESOLUTION TO SCHEDULE A PUBLIC HEARING TO AMEND THE LEASE WITH
MIDLAND DEVELOPMENT CORPORATION FOR CONSTRUCTION OF A THIRD
T-HANGAR AT THE WARRENTON-FAUQUIER AIRPORT

WHEREAS, the Fauquier County Airport Committee has received and reviewed a proposal from Midland Development Corporation to develop a third T-hangar at the Airport; and

WHEREAS, agreements with Midland Development Corporation provide the opportunity for Midland Development Corporation to lease property from Fauquier County for the construction of T-hangars; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the County Administrator be, and is hereby, directed to schedule a public hearing to consider an amendment to the existing lease with Midland Development Corporation for the construction of a third T-hangar at the Warrenton-Fauquier Airport.

A Resolution to Appoint Nancy J. Albert as Fauquier County Records Manager

RESOLUTION

A RESOLUTION TO APPOINT NANCY J. ALBERT
AS FAUQUIER COUNTY RECORDS MANAGER

WHEREAS, Section 42.1-85 of the Virginia Public Records Act states that each agency or locality shall designate at least one records office to serve as a liaison to the Library of Virginia for purposes of implementing and overseeing a records management program; and

WHEREAS, in January 1991, the Board of Supervisors appointed Debbie Gouldthorpe to serve as the County's Records Manager; and

WHEREAS, with Debbie Gouldthorpe's retirement, the Act requires that these duties be transferred to her successor; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That Nancy J. Albert be, and is hereby, appointed to serve as Fauquier County Records Manager.

A Resolution to Establish an Ad Hoc Committee to Determine the Feasibility/Impact of Creating Fauquier County Community Services Board

RESOLUTION

A RESOLUTION TO ESTABLISH AN AD HOC COMMITTEE TO DETERMINE THE
FEASIBILITY/IMPACT OF CREATING A FAUQUIER COUNTY
COMMUNITY SERVICES BOARD

WHEREAS, the Fauquier County Board of Supervisors has requested a study to determine the feasibility/impact of creating a Fauquier County Community Services Board (CSB); and

WHEREAS, the Board has determined the need to appoint an Ad Hoc Committee to conduct this study; and

WHEREAS, the Board has requested staff to develop a charge for an Ad Hoc Committee, and propose membership for that committee for appointment by the Board; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the Board of Supervisors does hereby approve the attached charge, including committee appointments to the Community Services Board Study Ad Hoc Committee; and

RESOLVED FURTHER, That the Chairman of the Ad Hoc Committee shall be elected by the Committee members at its first meeting; and

RESOLVED FINALLY, That the selection of the Chairman of the Ad Hoc Committee shall be subject to confirmation by the Chairman of the Board of Supervisors, consistent with the adopted By-Laws of the Fauquier County Board of Supervisors, Section 6-2.a.

**Fauquier County Board of Supervisors
Community Services Board Study Committee**

Charge

Authority

The Community Services Board Study Committee is an Ad Hoc Committee of the Board of Supervisors.

Membership

The following individuals/organizational representatives comprise the Ad Hoc Committee:

- Maxwell Harway, CSB Member
- David Lambelet, CSB Member
- Mary Schlegel, CSB Member
- Hazel Smith, Former CSB Member
- Eloise Trainum, Former CSB Member
- John Williams, Former CSB Member
- William Frazier, Former CSB Member

Ex Officio members:

- Willis P. Risdon, Former CSB Member
- Sheriff's Office Representative
- Department of Social Services Representative
- Adult Court Services Representative
- Comprehensive Services Agency Representative

Staff Lead: Judith L. Risdon, Management Analyst

Mission

The Ad Hoc Committee is requested to identify:

- Issues that have prompted the request for a feasibility study
- Statutory requirements of withdrawing from existing CSBs
- Statutory requirements for establishing a CSB
- Administrative requirements of CSBs
- Service needs of Fauquier County citizens
- Services to County citizens currently provided by Rappahannock-Rapidan Community Services Board (RRCSB)
- Impact on services of the Area Agency on Aging, which are currently provided by the RRCSB
- Financial impact of establishing a CSB
- Impact on State funding levels

The Ad Hoc Committee is asked to make recommendations on the following issues:

- With current projected population growth and demographic changes, would a single jurisdiction CSB better position Fauquier County to meet future service demands?
- Can Fauquier County provide more efficient and effective CSB services to its citizens than currently provided?

- Would Fauquier County benefit from a more direct managerial control over the services and programs serving its citizens?
- Is it economically feasible for Fauquier County to establish a single jurisdiction CSB?

The Ad Hoc Committee is requested to provide recommendations and information requested above to the Board of Supervisors in a work session at its December 2003 meeting.

A Resolution of the Board of Supervisors of the County of Fauquier, Virginia Approving the Issuance of Bonds by the Industrial Development Authority of the County of Fauquier Virginia, for the Benefit of Wakefield School, Inc.

RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF FAUQUIER, VIRGINIA APPROVING THE ISSUANCE OF BONDS BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF FAUQUIER, VIRGINIA FOR THE BENEFIT OF WAKEFIELD SCHOOL, INC.

WHEREAS, the Industrial Development Authority of the County of Fauquier, Virginia (the "Authority") has considered the application of Wakefield School, Inc. (the "School") requesting the issuance of the Authority's revenue bonds in one or more series at one time or from time to time in an amount not to exceed \$12,000,000 (the "Bonds") pursuant to the School's plan of financing to assist in the refunding of the existing revenue bonds (the "Prior Bonds") of the Authority previously issued for the benefit of the School and the financing and refinancing of the School's acquisition, construction, renovation and equipping of certain facilities for use as academic or administration buildings or other structures or applications customary to an elementary and secondary school campus (the "Project") located or to be located at 4439 Old Tavern Road, The Plains, in the County of Fauquier, Virginia (the "County"), and has held a public hearing with respect to the Project and the School's plan of financing on August 5, 2003; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of such bonds; and

WHEREAS, the Authority issues its revenue bonds on behalf of the County, the Project is located in the County and the Board of Supervisors of the County (the "Board") constitutes the highest elected governmental unit of the County; and

WHEREAS, the Authority has recommended that the Board approve the issuance of the Bonds and the School's plan of financing; and

WHEREAS, a copy of the Authority's resolution approving the issuance of the Bonds and the School's plan of financing, subject to the terms to be agreed upon, a certificate of the public hearing and a Fiscal Impact Statement have been filed with the Board; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the Board approves the issuance of the Bonds by the Authority for the benefit of the School pursuant to the School's plan of financing as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code"), to permit the Authority to assist in the refunding of the Prior Bonds and the financing and refinancing of the Project; and, be it

RESOLVED FURTHER, That the approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the School; and, be it

RESOLVED FINALLY, That this resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of the County of Fauquier, Virginia this 18th day of August 2003.

A Resolution Revising the Department of Community Development's Fee Schedule

RESOLUTION

A RESOLUTION REVISING THE DEPARTMENT OF COMMUNITY
DEVELOPMENT'S FEE SCHEDULE

WHEREAS, the Department of Community Development needs to add fees for specific application categories and update existing land development application fees; and

WHEREAS, the Board of Supervisors wants County application fees to be assessed for required land development applications and associated documents to keep pace with inflation, personnel, processing and inspection requirements due to application and project complexities, and to maintain effective, quality and responsible service; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the Department of Community Development's fee schedule be, and is hereby, revised as follows, effective September 1, 2003:

<u>Zoning Permits, Variances, Appeals, Amendments & Special Permits</u>	<u>Current</u>	<u>Proposed Change</u>
Zoning Ordinance Text Amendment	\$250	\$500
Variance	\$250	\$350
Appeal to Board of Zoning Appeals	\$400	\$500
Special Permit Categories 1 thru 8	\$300	\$400
Special Permit Categories 9 thru 22	\$300	\$600
Sign Package Permit: Planned Development	None	\$500
Subdivision Potential Research (RA & RC)	None	\$100

Special Exceptions	Current	Proposed Change
Category 1 & 2 Villages & Settlements	\$250 plus \$10 per acre	\$525 plus \$10 per acre
Category 3	\$400	\$825
Category 4 & 6	\$250	\$525
Category 5 & 7	\$400	\$525
Category 9, 10, 11, & 23	\$250	\$725
Category 12 & 25	\$500	\$825
Category 14, 15, 16, 17, 18, 19, 21, & 26	\$750	\$825
Category 19	\$750	\$825
Category 20	\$750	\$825
Category 20 (Residential – 1 lot, Private Individual Sewage System)	\$250	\$625
Category 20 (Commercial, Industrial, Residential, Private Sewage System)	\$250	\$625 up to 1,000 gpd
	None	\$625 up to 1,000 gpd, Plus \$30 per each additional 1,000 gpd
Category 20 (Telecommunications Facilities)	\$3,500	\$4,500
Category 27, 28, 29, & 30	\$350	\$825
Category 31	\$350	\$1,025

Rezoning	Current	Proposed Change
Rural Residential	\$500 plus \$40 per acre	\$625 plus \$40 per acre
Residential 1, 2, 3, Village	\$500 plus \$60 per acre	\$625 plus \$150 per acre
Town House/Garden Apartment/Mobile Home Park	\$750 plus \$80 per acre	\$875 plus \$150 per acre
Commercial 1, Village Commercial	\$500 plus \$120 per acre	\$625 plus \$120 per acre
Commercial 2 & 3	\$500 plus \$150 per acre	\$625 plus \$150 per acre
Industrial	\$1,000 plus \$80 per acre	\$1,125 plus \$120 per acre
Planned Village/Planned Community/Overlay District	\$1,000 plus \$80 per acre	\$1,525 plus \$150 per acre
Proffer Amendment (Not involving significant modifications to the Concept Development Plan or Proffer Statement)	\$1,500	\$1,500 or 50% of required rezoning fee, whichever is less

Site Plans	Current	Proposed Change
Major Site Plan (Technical Division Review)	None	\$1,000
Residential		
1) Minor	\$400 plus \$40 per unit	\$500 plus \$50 per unit
2) Major	\$1,000 plus \$80 per unit	\$1,500 plus \$100 per unit
Non-Residential		
1) Minor	\$100 plus \$10 acre	\$500 plus \$50 acre
2) Major	\$1000 plus \$80 acre	\$1,500 plus \$100 acre
Telecommunications		
1) Minor Site Plan	\$500	\$1,000
2) Major Site Plan with Special exception	\$500	\$1,500
3) Major Site Plan w/o Special Exception	\$1,500	\$3,500
Site Plan Amendment	\$200	\$500
Resubmission/Review of Site Plans		
1 st resubmission	None	None
Subsequent resubmissions	\$200	None

Subdivision Ordinance	Current	Proposed Change
Subdivision Ordinance Text Amendment	\$250	\$500
Preliminary Plat		
RA & RC Districts	No change	No change
RR-2 & Residential, Residential Units	\$750 plus \$40 per lot	
Part of Planned Development Districts		
1-5 lots		\$975 plus \$50 per lot
6-24 lots		\$1,075 plus \$70 per lot
Over 25 lots		\$1,175 plus \$90 per lot
Review of Preliminary Soils Report		
Base Fee	None	\$600 per review
Plus > 30 acres	None	\$20 per acre
Final Plat	\$400	
RA & RC Districts		
1-5 lots		\$425
6-24 lots		\$525
Over 25 lots		\$625
RR-2 & Residential, Residential Units	\$650	
Part of Planned Development Districts		
1-5 lots		\$675
6-24 lots		\$775
Over 25 lots		\$875
Final Construction Plan (Revised)		
RA & RC Districts	\$60 per lot	\$425 plus \$70 per lot
RR-2 & Residential Districts, Residential	\$60 per lot	\$425 plus \$200 per lot
Units of Planned Development		
C, I, Non-Residential Planned Districts	\$60 per lot	\$425 plus \$70 per lot
Final Construction Plan or		
Infrastructure Plan Technical Review (New)	None	\$500 plus \$50 per lot
Administrative Subdivisions	\$200 plus \$50 per lot	\$300 plus \$50 per lot
Boundary Adjustment	\$150	\$200
Family Transfer	\$200 plus \$50 per lot	\$250 plus \$50 per lot
Large Lot (Divisions greater than 50 acres)	\$300 plus \$100 per lot	\$350 plus \$100 per lot
Appeal of Subdivision Approval/Denial	\$200	\$500
Waiver of Subdivision or Zoning	\$200	\$300
Ordinance Regulation (BOS & PC)		
Waiver of Subdivision or Zoning	None	\$200
Ordinance Regulation (Administrative)		
Preliminary Plat Extensions (Revised)		
1 st submission	None	\$100
Plat of Vacation, Resubdivision, Rededication		
Deed/Plat of Vacation/Rededication	50% of Final Plat Fee	1-5 lots \$100 6-24 lots \$150 Over 24 lots \$200
Resubdivision	None	(See Preliminary & Final
Plat		Fees & Final Construction Plan Fees)
Resubmission/Review of Plats		
1 st resubmission	None	None
Subsequent resubmissions	\$200	None

<u>Technical Review Fees & Permits</u>	<u>Current</u>	<u>Proposed Change</u>
Type 1 Soil Map & Report (Revised)		
Base Fee	\$300	\$600
Plus >30 acres	\$5 per acre	\$20 per acre
Land Disturbing Permit (Revised)		
Single Family E&S Control Fee	\$50, plus	\$50, plus
All Others ((\$4,000 max) (\$10,000 max))	10% of E&S Bond	10% of E&S Bond
Resubmission/Review of Technical Plans		
1 st Resubmission	None	None
Subsequent resubmissions	\$200	None
Postponement of any Public Hearing by Applicant after advertisement	\$75	\$100

A Resolution to Authorize the City of Winchester to Design, Construct and Equip an Addition to the CFFW Regional Adult Detention Center

RESOLUTION

A RESOLUTION TO AUTHORIZE THE CITY OF WINCHESTER TO
DESIGN, CONSTRUCT AND EQUIP AN ADDITION TO THE
CFFW REGIONAL ADULT DETENTION CENTER

WHEREAS, Clarke County, Frederick County, and the City of Winchester own land on which the Regional Adult Detention Facility is located; and

WHEREAS, Clarke County, Frederick County, Fauquier County, and the City of Winchester comprise the Regional Jail Board which operates the Regional Adult Detention Facility; and

WHEREAS, an addition to the Regional Adult Detention Facility is needed to relieve overcrowding at the facility, which addition will serve a public need and purpose (“the Project”); and

WHEREAS, Clarke County, Frederick County, Fauquier County, and the City of Winchester desire to have the City of Winchester design, construct, and equip the Project pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002 (“PPEA”); now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That Fauquier County does hereby authorize the City of Winchester to design, construct, and equip the Project pursuant to the PPEA.

A Resolution to Share the Costs of Two School Resource Officer Positions with the School Division at the Expiration of the Three-Year Federal Grant Period

RESOLUTION

A RESOLUTION TO SHARE THE COSTS OF TWO SCHOOL RESOURCE OFFICER POSITIONS WITH THE SCHOOL DIVISION AT THE EXPIRATION OF THE THREE-YEAR FEDERAL GRANT PERIOD

WHEREAS, the School Resource Officer program is a highly successful program that enhances the safety of school children by providing the presence of a uniformed Sheriff's Deputy in each school served; and

WHEREAS, the School Resource Officer program is currently serving six schools in Fauquier County; and

WHEREAS, the addition of a new school in 2004 and the needs of Southeastern School will severely limit the available resources of the School Resource Officer program; and

WHEREAS, the Sheriff's Office has applied for a three-year Federal grant to provide for salaries and benefits for two additional School Resource Officers; and

WHEREAS, the Sheriff, the School Superintendent, and the County Administrator have executed a Letter of Assurance providing that, at the end of the three-year grant period, the costs of continuation of the salaries and benefits for these two positions will be split evenly between the County and School Division; and

WHEREAS, the Letter of Assurance is subject to ratification by the Board of Supervisors and the School Board; and

WHEREAS, on July 16, 2003, the Letter of Assurance was unanimously approved by the Public Safety Committee; and

WHEREAS, this endeavor represents a cooperative partnership between the Sheriff, School Division and County that will result in better services for the students of Fauquier County; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the Letter of Assurance executed by the Sheriff, School Division and County Administrator on June 12, 2003 be, and is hereby, approved.

A Resolution to Establish a Fauquier County Public Schools Textbook Fund

RESOLUTION

A RESOLUTION TO ESTABLISH A FAUQUIER COUNTY PUBLIC SCHOOLS TEXTBOOK FUND

WHEREAS, on May 19, 2003, the Fauquier County School Board adopted a resolution requesting the establishment of a Textbook Fund; and

WHEREAS, the Board of Supervisors recognizes that the Fauquier County School Board is responsible under the Code of Virginia to provide textbooks consistent with the instructional goals and objectives of the local school district; and

WHEREAS, textbooks are defined as textbooks, workbooks, books and other materials used in the classroom for instructional purposes to include videodiscs, computer programs and other media; and

WHEREAS, long-term planning and adequate funding are essential to effectively provide textbooks that meet instructional goals and objectives; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the Fauquier County School Board be, and is hereby, authorized to establish a Textbook Fund; and, be it

RESOLVED FURTHER, That the financial transactions in the Textbook Fund shall be limited to revenue restricted for textbooks and expenditures made for the purchase of textbooks, and that surpluses shall be maintained in the Textbook Fund to provide for future textbook needs; and, be it

RESOLVED FINALLY, That costs associated with the administration of this fund shall be charged to other operating funds as appropriate.

A Resolution to Request the Virginia Department of Transportation to Endorse the Homeland Security Emergency Transportation Plan by Providing Appropriate Signage and Barricades

RESOLUTION

A RESOLUTION TO REQUEST THE VIRGINIA DEPARTMENT OF TRANSPORTATION
TO ENDORSE THE HOMELAND SECURITY EMERGENCY TRANSPORTATION PLAN
BY PROVIDING APPROPRIATE SIGNAGE AND BARRICADES

WHEREAS, Fauquier County is engaged in a collaborative partnership with the Virginia Department of Transportation to develop a Homeland Security Emergency Transportation Plan; and

WHEREAS, such plan is designed to assure the safety and security of all Fauquier County residents in the event of an emergency; and

WHEREAS, an integral part of this plan is the procurement and installation of appropriate signage and barricades designating major routes of ingress into and egress out of the County; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That a written request to procure and install signage and barricades consistent with, but not limited to, those described in the Homeland Security Transportation Plan be made by the County Administrator to the Virginia Department of Transportation.

A Resolution Directing the County Administrator to Schedule a Public Hearing on a Proposed Ordinance Amending Chapter 7 of the Code of Fauquier County Changing the District and Precinct Boundary Lines for the Warrenton Precinct of Center Magisterial District and Casanova Precinct for the Cedar Run Magisterial District

RESOLUTION

A RESOLUTION DIRECTING THE COUNTY ADMINISTRATOR TO SCHEDULE A PUBLIC HEARING ON A PROPOSED ORDINANCE AMENDING CHAPTER 7 OF THE CODE OF FAUQUIER COUNTY CHANGING THE DISTRICT AND PRECINCT BOUNDARY LINES FOR THE WARRENTON PRECINCT OF CENTER MAGISTERIAL DISTRICT AND CASANOVA PRECINCT FOR THE CEDAR RUN MAGISTERIAL DISTRICT

WHEREAS, on July 16, 2001, the Fauquier County Board of Supervisors adopted an Ordinance amending certain Magisterial District and Precinct lines as part of its decennial redistricting; and

WHEREAS, the Ordinance established the Magisterial District line between Center Magisterial District and Cedar Run Magisterial District and the Warrenton and Casanova Precincts as the 1990 corporate limits of the Town of Warrenton; and

WHEREAS, the boundaries of the Town of Warrenton were extended as part of a boundary line adjustment between the Town of Warrenton and Fauquier County approved by Order of the Circuit Court of Fauquier County, entered June 16, 1992; and

WHEREAS, the boundaries between Center Magisterial District and Cedar Run Magisterial District and Warrenton and Casanova precincts should be adjusted to establish the boundary set forth in the aforesaid Order of the Court as the present corporate limits of the Town of Warrenton; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the County Administrator be, and is hereby, directed to schedule a public hearing on a proposed Ordinance amending Chapter 7 of the Code of Fauquier County changing the district and precinct boundary lines for the Warrenton precinct of Center Magisterial District and Casanova precinct for the Cedar Run Magisterial District.

A Resolution to Authorize the County Administrator to Execute a Lease with the Commonwealth of Virginia to Permit the Construction of a Radio Tower on Blue Mountain in G.R. Thompson Wildlife Management Area

RESOLUTION

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE WITH THE COMMONWEALTH OF VIRGINIA TO PERMIT THE CONSTRUCTION OF A RADIO TOWER ON BLUE MOUNTAIN IN G.R. THOMPSON WILDLIFE MANAGEMENT AREA

WHEREAS, Fauquier County has requested space on Blue Mountain from the Virginia Department of Game and Inland Fisheries to permit the construction of a tower for the County emergency radio system; and

WHEREAS, the Division of Game and Inland Fisheries has forwarded the attached proposed lease, which must be executed by the County before it is submitted to the Department of General Services for final approval; and

WHEREAS, the execution of the lease will permit the completion of construction of the emergency services radio system in exchange for the provision of the use of remaining space on the tower by the Division of Game and Inland Fisheries, Virginia Department of Transportation, Virginia State Police, and other State agencies, and will promote public safety; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the County Administrator be, and is hereby, authorized to sign the attached lease, subject to such modifications as may be made during the course of final review of the lease which are acceptable to the County Attorney and County Administrator.

LEASE FOR COMMUNICATIONS ANTENNA SITE

THIS LEASE ("Lease"), made this _____ day of August, 2003, by and between the Commonwealth of Virginia, Board of Game and Inland Fisheries, whose address is 4010 W. Broad Street; Richmond, VA 23230 ("Lessor") and the County of Fauquier, Virginia whose mailing address is 40 Culpeper Street; Warrenton, Virginia 20186 ("Lessee").

In consideration of the mutual agreements herein contained and other valuable consideration, the parties agree as follows:

1. Premises

(a) Tower and Equipment Site - Lessor leases to Lessee that certain 0.3306 acre, more or less, parcel of land, located at the G. R. Thompson Wildlife Management Area in Fauquier County, Virginia, to be used by Lessee for a new self-support tower, with structural base and tower support structures, including any guy wires, equipment buildings, generators, and related equipment or appurtenances to be constructed and installed as herein provided, which parcel is more particularly described as an area containing approximately 14,400 square feet, with dimensions of 180 feet X 80 feet, located on the land of Lessor as described in paragraph 1(d)

below, and situated at the specific location as shown on Exhibit A to this Lease, to which reference is hereby made (herein the "Tower and Equipment Site").

(b) Appurtenant Rights - Lessor hereby grants to Lessee, for the duration of this Lease, as appurtenances to its lease of the Tower and Equipment Site, along, over and across Lessor's land as described in Paragraph 1(d) and at no additional cost, the following rights (the "Appurtenant Rights"):

(1) The non-exclusive right and easement to construct, erect, install, operate, repair and maintain, in the manner and for the purposes authorized by this Lease and at the locations specified on Exhibit A and as specified in any detailed construction or installation plans and specifications approved in writing by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed, aerial (overhead) and underground communications and electrical lines, cables, conduits and related equipment between the Tower and Equipment Site and between both the Tower and Equipment Site and the nearest available and suitable access point for connection to public telephone and electric utility service (see Paragraph 4(c) of this Lease for special provisions pertaining to the granting of easements on State Land to public utility companies) and between other sites and equipment on Lessor's land as Lessor may, in its reasonable discretion, authorize and approve in writing, which approval shall not be unreasonably withheld, conditioned or delayed, which shall include, unless otherwise specified, a minimum right-of-way 6 feet in width at designated locations unless otherwise specified (i.e., extending 3 feet on either side of the centerline of any right-of-way). Lessee shall have the right to keep the right-of-way clear of trees, plants and all other growth; subject, however, to the obligation and requirement upon Lessee, at Lessor's cost, to relocate the lines, cables, conduits and equipment to another location approved by Lessor and acceptable to Lessee within 120 days after Lessee's receipt of a written request from Lessor;

(2) Temporary construction easements, for the purpose of construction work authorized by this Lease, including both exclusive and non-exclusive easement areas, at the locations and as may be designated on Exhibit A and as detailed in any construction or installation plans and specifications approved in writing by Lessor or as otherwise set forth in a separate written instrument granting the same;

(3) The right of ingress and egress to and from the Tower and Equipment Site, and to and from any related communication or electric lines, cables, conduits and related equipment, including the right of access for vehicles and parking thereof, on, over and across those roads, lanes and areas as specified for that use on Exhibits B and B1. Lessor shall have the right to modify or relocate vehicular access routes and parking from time-to-time by giving written notice thereof to Lessee and that access shall be deemed amended within 30 days after Lessee's receipt of written notice. Access for construction and installation work, for operation of the Tower and Equipment Site and for all routine maintenance and service work, shall be restricted to the normal business hours of Lessor unless otherwise approved in writing by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Following the activation of the Tower and Equipment Site (i.e., the date the facility becomes "on-line"), Lessee shall have the additional right to have access to its communications site and facilities, including Tower and Equipment Site and all related appurtenant facilities, 24 hours a day, 7 days a week, for purposes of emergency maintenance, repairs and adjustments to equipment, which access shall be subject to reasonable written security procedures delivered to Lessee as may be established and amended in writing by Lessor (see Paragraph 14 of this Lease) and which procedures and any amendments

thereto shall be in effect upon Lessee being given written notice together with a written copy thereof by Lessor.

(c) Premises - The Tower and Equipment Site and the Appurtenant Rights as leased and granted to Lessee are referred to herein, collectively, as the "Premises."

The Premises are a part of that certain tract of land conveyed to Lessor by instrument dated December 28, 1971 and recorded in the Clerks' Offices of the Circuit Court of the Counties of Warren and Fauquier, Virginia, in Deed Book 188, page 32, and Deed Book 205, page 186 respectively, and which land is more fully shown on a plat or diagram thereof, designated Exhibit B, which is attached to this Lease (the "State Land").

2. Use of Premises

This Lease is made pursuant to §2.1-1151(C) of the Code of Virginia (1950), as amended and Lessee's use of the Premises shall be consistent with the general purposes set forth therein. Further and more specifically, the Premises shall be used by Lessee for purposes of establishing, installing, operating and maintaining a radio/telecommunications site, cell or facility, which has been properly licensed by the Federal Communications Commission ("FCC"), for the receipt and transmission of communications and information and the providing of services related thereto, which shall include the use and employment of antennas and communications equipment including, but not limited to, radio distribution, transmitting and receiving devices, base station and cell transmission equipment, switching equipment, controllers, microwave radios, telephone equipment, power and power supply equipment. Without restricting the foregoing, Lessee agrees it will be operating in frequencies generally assigned for Public Safety radio communications, paging and microwave communications links between the Tower and Equipment Site and other sites located within the County and that its use shall be limited to those frequencies and purposes. In addition and to the extent specified in this Lease or otherwise approved in writing by Lessor, Lessee's use may include sharing by Lessee of the Premises and its related communications equipment and facilities, including any space on or within the Tower and Equipment Site, with the Virginia Department of Transportation, Virginia State Police and any other public safety entity who shall be authorized by Lessor and Lessee pursuant to the terms and provisions of this Lease.

3. Term, Compensation, Options to Renew, Automatic Renewal

(a) Initial Term and Compensation - The initial term of this Lease shall be for a period of five 5 years, beginning on October 1, 2003 (the "Commencement Date") and expiring on September 30, 2008 (the "Termination Date"). During the initial term and any renewal term pursuant to the terms and conditions of this Lease, this Lease shall yield to the Lessor the right to locate communications equipment on the facilities constructed by the Lessee consistent with the terms and conditions described in this Lease.

(b) Option(s) to Renew Three Successive Five-Year Options to Renew - Lessee may renew this Lease for three additional 5-year terms (the "Option Term"), subject to the same compensation as prescribed in paragraph 3.a. hereinabove, and to all of the terms and provisions of this Lease during the Option Term and written authorization of the Lessor.

Subject to the default and termination provisions in this Lease (see Paragraph 18), Lessee shall be deemed to have renewed this Lease and exercised each and every available option to renew under the terms described herein without the need for giving any notice of Lessee's exercise (automatic exercise of option); unless, however, Lessee elects not to exercise any option or any other renewal by giving at least 6 months' prior written notice to Lessor of its intentions to terminate this Lease at the end of the initial term or at the end of any Option Term, in which event the option shall not automatically renew and shall not be deemed to have been exercised and this Lease shall terminate, notwithstanding any provisions in this Lease for automatic exercise of an option or other automatic renewal at the end of the initial term or Option Term.

(c) Automatic Renewal - This Lease is subject to automatic month-to-month renewal at the end of the Lease term or at the end of any Option Term as provided in Paragraph 18 (entitled "Default and Termination").

(d) Payments - The payment of any, rents, fees or other sums due in connection with or under this Lease shall be made payable to the Virginia Department of Game and Inland Fisheries and shall be mailed to 4010 W. Broad Street, Richmond, Virginia 23230 or to any other person, entity or address as Lessor may designate from time-to-time by written notice to Lessee.

4. Improvements - Construction and Installation

(a) In General - Subject to the covenants, conditions and agreements set forth in this Lease, Lessee shall be entitled and authorized to conduct site examinations, soil borings, geotechnical and engineering studies and communications testing to evaluate the feasibility of the site and, subject to obtaining all applicable local, state and federal Approvals, to construct and install the improvements and equipment set forth below. Lessee shall be bound by and agrees to the provisions of Paragraph Nos. 6, 7, 10 and 19 of this Lease during any site examinations or studies. Lessee shall prepare a site plan, which shall be subject to Lessor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, showing the location of the Tower and Equipment Site and of any necessary Appurtenant Rights, which survey or diagram shall be incorporated into this Lease as Exhibit A. The results of all site studies and engineering reports shall be provided to Lessor.

(b) Improvements on Tower and Equipment Site - All improvements to be constructed or installed on the Tower and Equipment Site shall be set forth on detailed plans and specifications attached hereto and designated, collectively, as Exhibit C (entitled Tower and Equipment Improvement Plans and Specifications). All plans and specifications shall be subject to the prior approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Easements to Public Utilities - To the extent that any easement is required for the provision public utility services to the Premises, Lessor will assist and cooperate in obtaining the same, but Lessee understands that the granting of any easements to a public utility company is subject to the express approval of the Governor of Virginia or his designee, as provided by §2.2-1151 of the Code of Virginia. Lessee shall coordinate with the utility companies involved and provide a survey plat showing the easement and right-of-way required for the service.

(d) Permits and Approvals - No construction or installation of improvements and equipment on property of the Commonwealth of Virginia shall be commenced without Lessee and its

contractor first having secured all applicable Approvals, including but not limited to a State Building Permit issued by the State Building Code Official. Lessee shall pay the cost for any required Approvals and permits. Further, Lessee shall pay the cost of all necessary or required site studies, engineering studies, reports and surveys as may be necessary or required under this Lease.

(e) Miscellaneous - The plans, specifications and design of any tower structure to be constructed shall be prepared and certified by a professional engineer and shall meet any applicable industry standards for comparable structures. Notwithstanding the review or approval of the plans and specifications for any tower structure to be constructed or for any other types of improvements to be constructed or installed by Lessee (tower, antenna, building or equipment), neither Lessor nor the Commonwealth shall be responsible or liable for any design, engineering, structural or construction defects or deficiencies relating to any improvements or equipment constructed or installed on the Premises. To the extent legally permissible, Lessor will cooperate with Lessee in obtaining all Approvals as may be necessary to use the Premises for the purposes herein specified.

(f) Plans - Following completion of the construction and installation of all improvements, Lessee shall provide to Lessor a set of "as built" plans and specifications and, in the case of a new tower or equipment building, a current survey locating the improvements on State Land.

(g) Restoration - If, after the execution of this Lease but prior to any construction or installation of improvements, Lessee is unable to occupy the Premises due to the action of the FCC or by reason of any law, inability to obtain all Approvals, governmental prohibition or other reasons beyond Lessee's reasonable control so that Lessee will be unable to carry out the purpose of this Lease or its installation of improvements on the Premises, this Lease may be cancelled and terminated by Lessee without further liability except as described in this Lease or by Lessor upon 30 days' prior written notice. Upon termination, Lessee shall restore any portion of the Premises, which it has disturbed and any restoration shall return the Premises substantially to its prior condition, ordinary wear and tear excepted to include any necessary grading, landscaping and reseeded.

5. Ownership of Improvements

Lessee agrees that its leasehold title to any improvements on the Premises shall be subject to the terms and conditions of this Lease and that any grantees or assignees of the leasehold title shall take subject to and be bound by the terms and conditions hereof.

(a) Trade Fixtures - Any tower structure and equipment building to be constructed by Lessee, including foundation, support structures, fencing and HVAC equipment shall be considered trade fixtures which Lessee shall maintain and shall be removed by Lessee upon termination of this agreement. Lessee shall repair the damages and restore those improvements substantially to as good a condition as existed prior to the removal or damage, ordinary wear and tear excepted. Lessee shall have the right to the quiet enjoyment and possession of the Premises so long as this Lease continues in force and effect without default of Lessee.

(b) Other Fixtures and Equipment - Lessee's other removable trade fixtures, specifically, communications, electronic switching and radio equipment and other related personal property,

including antennas, placed or installed in or on the Premises by Lessee (which do not constitute structural or mechanical components of any permanent improvements), all of which shall at all times be and remain the exclusive property of the party placing or installing the same. If the removal of the trade fixtures and other related personal property damages any part of the Premises or of any permanent improvements thereon, Lessee shall repair the damages and restore those improvements substantially to as good a condition as existed prior to the removal or damage, ordinary wear and tear excepted.

(c) Permanent Improvements - All permanent improvements constructed or installed by Lessee on the Premises, as well as all of Lessee's trade fixtures, equipment and personal property located thereon, shall be installed, maintained and kept at the sole risk of Lessee and those claiming by, through or under Lessee, until this Lease is terminated and Lessee shall bear and assume the sole risk of loss thereof from windstorm, fire or other act of nature.

6. Indemnification

(a) Hold Harmless - To the extent authorized by law, Lessee agrees to indemnify and hold Lessor harmless, the Commonwealth of Virginia and the officers, agents and employees thereof, from any and all claims, damages, costs, expenses, liability, actions at law or suits in equity, of any kind or nature, including court costs, reasonable litigation expenses and reasonable attorneys' fees, arising out of or caused by any negligence or willful misconduct of Lessee, its officers, agents, servants, contractors, employees or its invitees in connection with its use, operations on or maintenance of the Premises or in connection with any of its activities or conduct, as well as construction work, on or about the Premises and the State Land, including any negligent acts or omissions to act, in whole or in part, by Lessee, its officers, agents, contractors, invitees and employees and this indemnification shall include and cover claims, damages and liability arising from property damage, personal injury or death and shall include and cover any claims, fines or penalties imposed by any federal regulatory agency or the FCC in connection with radio transmissions or other communications on or from the Premises (wire or wireless), by Lessee or relating to Lessee's violation of any FCC licenses; excepting, however, claims, damages or liability arising out of or caused by the negligence or misconduct of Lessor, the Commonwealth or the officers, agents and employees thereof.

7. Insurance; Status of Lessor.

(a) Insurance During Construction or Maintenance Work - No person or entity, whether Lessee, a general contractor or a maintenance contractor engaged by Lessee, authorized or engaged to perform the construction and installation work specified in this Lease or other maintenance work on or about the Premises or to whom a building permit has been issued for that work by the State Building Code Official (designated as such by the Virginia Department of General Services), shall commence construction or installation of any improvements or equipment or shall engage in any electrical or maintenance work or shall commence or engage in any work on or about the State Land, unless and until that person or entity has obtained all the insurance required hereunder from an insurer authorized to do business in Virginia and that insurance is in effect and complies with the terms of this Lease. Further, neither Lessee nor any contractor engaged by Lessee shall allow any subcontractor of the work to commence or perform

any work on subcontractor's subcontract until the same types of insurance have been obtained by the subcontractor. Lessor's approval for any new tower to be constructed or for installation of tower antenna shall not be granted unless the insurance includes broad form liability coverage for personal injury and property damage that may arise from the collapse or fall of any tower or antenna. Also, the amount of insurance shall not relieve or decrease the liability of Lessee or of Lessee's contractor or other subcontractors under this Lease or otherwise. The required types of insurance are set forth below and the insurance shall be maintained at all times during the performance of any construction, installation or maintenance work.

(1) Workers' Compensation and Employers' Liability Insurance covering all workers or employees engaged in the work and in amounts not less than the minimum required by the Code of Virginia and other applicable laws and regulations; and, in case any of the work is sublet, each subcontractor shall, similarly, provide Workers' Compensation and Employers' Liability Insurance for all of the subcontractor's employees to be engaged in the work.

(2) Comprehensive Commercial General Liability ("CGL") occurrence-based (not claims-made) insurance to include Premises/Operations Liability coverage, Products -- Completed Operations Coverage extending for at least one year from project completion, Owner's and Contractor's Protective Liability coverage, blanket Contractual Liability coverage and broad form Personal Injury and Property Damage Liability coverage insuring against claims for personal injury, including death, as well as against claims for property damage, which may arise from construction, installation and maintenance work and related operations authorized under this Lease or under any construction contract related thereto. The amounts of the CGL insurance shall be not less than \$1,000,000 per occurrence with a \$3,000,000 aggregate or \$3,000,000 combined single limit. Any exclusions for collapse or independent contractors liability shall be removed by policy endorsement. The Commonwealth of Virginia, Lessor and its officers and employees shall be named as additional insured parties in the policy.

(3) Comprehensive Automobile Liability insurance, with uninsured motorist and medical payments coverage, which shall insure against claims for personal injury, including death, as well as against claims for property damage, which may arise from the operation of Lessee's or the contractor's motor vehicles during or related to construction, installation or maintenance work, inspections and other operations under this Lease. The amounts of automobile insurance shall be not less than \$1,000,000 combined single limit for bodily injury and property damage per occurrence.

(4) All risk Builders Risk property insurance based on the completed value of all improvements to be constructed on the Premises. Exclusions for design errors or defects shall be removed by policy endorsement. Lessor and the Commonwealth of Virginia shall be named as loss payees together with Lessee and its general contractor, as their respective interests may appear.

Lessee or its general contractor shall submit to Lessor, prior to commencement of any construction, installation or maintenance work on the Premises or State Land, a Certificate of Coverage, issued by a licensed insurer or licensed insurance agent, evidencing that all the foregoing coverages are in effect. Likewise, Certificates of Coverage shall be provided to Lessee

or its general contractor evidencing that those coverages are in effect with respect to all subcontractors engaged to perform the construction or maintenance work or any part thereof.

(b) Insurance, Generally - In addition to, (but not as a duplication of) the foregoing requirements for insurance during any construction, installation or maintenance work, on or before: (i) the Commencement Date under this Lease; (ii) the date on which Lessee engages in any site testing or inspection work or construction work herein authorized; or (iii) the date of authorized possession of the Premises, whichever shall first occur, Lessee (separate and apart from any insurance for its contractors) shall obtain and place in effect and thereafter maintain without interruption during the course of this Lease, until this Lease is terminated and Lessee has vacated the Premises, all the required insurance as set forth below from an insurer authorized to do business in Virginia, including broad form liability coverage for personal injury and property damage that may arise from the collapse or fall of any Lessee constructed or installed tower and antenna. Also, the amount of insurance shall not relieve or decrease the liability of Lessee under this Lease.

(1) Workers' Compensation and Employer's Liability Insurance in the amounts and with the coverages and subject to the same provisions set forth in Paragraph 7(a)(1), above.

(2) Comprehensive CGL insurance in the amounts and with the coverages and subject to the same provisions set forth in Paragraph 7(a)(2), above, excepting products-completed operations coverage. The Commonwealth of Virginia, Lessor and its officers and employees shall be named as additional insured parties in the policy.

(3) Comprehensive Automobile Liability insurance in the amounts and with the coverages and subject to the same provisions set forth in Paragraph 7(a)(3).

(4) All risk (or broad form named peril) Property Loss insurance covering the replacement cost of all improvements constructed by Lessee on the Premises. Lessor and the Commonwealth of Virginia shall be named as loss payees, as their respective interests may appear in the insurance policy.

Lessee shall submit to Lessor a Certificate of Coverage, issued by a licensed insurer or insurance agent, evidencing that the foregoing coverages are in effect. In lieu of separate policies relating to this Lease and the Premises, Lessee may include the coverages herein required under a comprehensive or master policy covering numerous sites. The coverages required under this Lease and provided to Lessor as an additional insured shall be primary and all policies shall contain a provision, which requires an endeavor by the insurer to provide at least 30 days' notice of cancellation to Lessor.

(c) The parties hereto acknowledge that Lessor, as a part of the Commonwealth of Virginia, is a sovereign entity and, as to tort liability and as to the risk of property loss from casualty or other cause, is either constitutionally immune (or partially immune) from suit, judgment or liability, insured or covered by a plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No covenant, condition or agreement contained in this Lease shall be deemed, in any manner, to be a waiver of the

sovereign immunity of Lessor or the Commonwealth of Virginia from tort or other liability. Further, notwithstanding any shared use of the Premises, nothing in this Lease shall create or be deemed to create any partnership, joint venture or agency relationship between Lessor and Lessee.

8. Maintenance and Repairs.

(a) By Lessee - At all times during this Lease and any renewals or extensions thereof, Lessee, at Lessee's sole expense, shall be responsible for and shall maintain in a good and safe condition and keep properly repaired (i.e., in good condition and working order), all permanent improvements constructed or installed by Lessee on the Premises, including tower structure, equipment building, utility connections, HVAC equipment and fencing as well as all of Lessee's radio transmission equipment, communications equipment and related personal property and trade fixtures, including antennas, wiring, conduit, circuits, switching equipment and receivers, all of which maintenance and repair work shall be done in a good and workmanlike manner and in compliance with applicable laws and regulations. Maintenance and repair workers shall be properly authorized and trained. Tower structures and antennas shall be painted or coated to prevent rust and corrosion, but lead-containing paint shall not be used. If, during equipment installation, maintenance or repairs, Lessee shall damage or destroy any property belonging to Lessor, including property constructed or installed by Lessee which shall become or be deemed the property of Lessor, Lessee shall give notice thereof to Lessor immediately and, upon Lessee's receipt of Lessor's written request, promptly repair or restore the damaged property at Lessee's sole expense. Similarly, Lessee shall repair any damage, which results from the removal or reconfiguration of equipment, either during this Lease or upon termination, normal wear and tear excepted. Before undertaking any repairs to the towers, antenna and equipment, approval shall be obtained from and coordinated with Lessor so as to prevent damage to the roof, roof membrane or roofing system and to avoid the possibility of causing any existing roof warranty or roof guaranty to become void.

(b) By Lessor - With respect to any free-standing tower structure owned by Lessor or any building or structure owned by Lessor (Commonwealth of Virginia) supporting a tower or antennas, on which Lessee leases space, Lessor, at Lessor's sole expense, shall be responsible for and shall maintain in a good and safe condition and keep properly repaired, all Lessor-owned improvements, excluding any improvements, towers and buildings constructed or installed by Lessee. If Lessor damages any of Lessee's equipment, antennas or other property for which Lessee is responsible during the course of its maintenance work, Lessor shall promptly repair the damage or be responsible for the reasonable costs incurred by Lessee to make the repairs.

9. Interference (Electromagnetic, Etc.).

Lessee agrees to install equipment of a type and frequency, which will not cause measurable interference (as defined by the FCC) with other forms of radio frequency communications existing on Lessor's property, including the Premises as of the Commencement Date. In the event Lessee's equipment causes interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference, in a manner consistent with appropriate government rules and regulations, upon receipt of written notification of the interference. If the interference is not

corrected within 15 days after receipt of notification (or other time as reasonably may be required with the exercise of due diligence, provided corrective action is begun within the 15 days), Lessee will cease operation of the equipment causing the interference until the interference is corrected and eliminated. It is further agreed that if Lessor grants a subsequent (in time) occupancy to any other person or entity, it will not permit operations under that lease that would cause interference with Lessee's communications system or use of the Premises. Similarly, if Lessee assigns or subleases space (see Paragraph 17 of this Lease) to any other person or entity, Lessee will not permit operations under that assignment or sublease which would cause measurable interference with any communications system or use by Lessor or with other tenant operations existing as of the date of the assignment. Notwithstanding the foregoing, in the event Lessee's equipment or that of any assignee or subtenant of Lessee or changes thereto, either at the commencement of operations or during the Lease term, causes measurable interference with radio frequency communications for law enforcement (police), fire or other emergency services on State Land property, including the Premises, whether or not the emergency communications or the related equipment exists on the date of this Lease, then Lessee agrees it will promptly take all steps necessary to correct and eliminate the interference, in a manner consistent with appropriate government rules and regulations, upon receipt of written notification thereof; and in the event the interference cannot be eliminated within 72 hours after notice was received, then Lessee shall cease those operations causing the interference until the problem is corrected or until the source of the interference is removed.

10. Compliance with Applicable Law.

(a) Compliance, Generally - Lessee agrees that it will keep, equip and maintain the Premises, including any improvements constructed thereon by Lessee, including any and all of Lessee's communications equipment (excluding the communications equipment of others) and any alterations, reconfigurations, replacements and improvements by Lessee, in a manner that complies with all applicable federal, state and local laws and regulations, including those pertaining to health, safety, public welfare and environmental protection, as well as laws and regulations pertaining to hazardous substances (as may be defined as those under federal and state laws or regulations), petroleum products and lead paint; unless, however, the necessity for compliance is caused by the negligent or willful act of Lessor or its employees, agents or contractors.

(b) FCC Compliance - Lessee agrees that at all times during Lessee's operations on the Premises, its radio, telecommunications and other operations at and its use of the Premises, including all its radio broadcasts and transmissions, as well as its other electronic or electromagnetic activities, will be in substantial compliance with all applicable federal and state laws and regulations, including regulations of the FCC. It is further understood and agreed that under this Lease, Lessor assumes no responsibility for the licensing, operation and maintenance of Lessee's communications, radio or other equipment.

(c) FAA Compliance - Notwithstanding the foregoing or any other provisions in this Lease, if the tower is or is on an existing structure owned by Lessor, then Lessor shall be responsible for compliance with all applicable aviation related laws and regulations, including those of the Federal Aviation Administration ("FAA"), pertaining to location, height, marking (including

electronic marking) and lighting of the structure, except with respect to extensions or additions thereto, including the addition of antenna, installed by Lessee. In the event of extensions or additions to an existing tower by Lessee or in the event Lessee constructs a tower structure pursuant to this Lease, then Lessee shall be responsible for compliance with all applicable aviation related laws and regulations, including those of the FAA, pertaining to location, height, marking (including electronic marking) and lighting of the new structure or as may be necessary as a result of extensions or additions to an existing structure.

(d) Local, State and Federal Building Code Compliance - As to all construction, installation, maintenance and repair work on or about the Premises by Lessee, its agents, employees and contractors, Lessee shall substantially comply with and shall take all necessary steps or action to compel compliance with, all applicable federal and state laws and regulations pertaining (generally or specifically) to construction and maintenance of tower sites and facilities, including applicable building codes, fire codes and OSHA regulations.

11. Quiet Enjoyment.

Subject to the terms and conditions of this Lease, Lessor agrees to deliver quiet and peaceful enjoyment of the Premises to Lessee and to provide quiet and peaceful enjoyment of the Premises during the Lease term and any renewals and extensions thereof. Quiet enjoyment shall be subject to the rights of the following persons or entities to enjoy shared use of the Premises: The Department of Game and Inland Fisheries, The Virginia State Police and the Virginia Department of Transportation shall have the right to use the tower during the term of this lease to mount their antennae at heights and locations on the tower that are between a minimum of 40 feet and a maximum of 150 feet, together with space on and in the Lessee's equipment enclosure as set forth in on Exhibit A, and Lessee agrees to permit, to the extent practicable, any other agency of the Commonwealth to use available space on the tower and in the equipment enclosure as specified in this Lease.

12. Inspections.

Lessor and its agents and employees shall at all times have access to the Premises for purposes of making inspections. Verbal or written notice shall be given to Lessee prior to any inspection by Lessor and any inspection shall be performed in a manner, which does not interfere with Lessee's use of, or operations on the Premises and does not involve physical contact with Lessee's equipment.

13. Ownership of Premises; Warranties.

Lessor represents and warrants to Lessee that Lessor is the owner of the Premises and has authority to enter into this Lease, but that Lessor does not warrant title to the Premises. The parties agree that, except as provided herein, the Premises are herein demised in their AS IS condition, without any warranty or representation by Lessor as to their condition or suitability for a particular use. Lessee understands that it is Lessee's responsibility to satisfy itself as to all site conditions at the Premises, above and below ground and on both the exterior and interior of existing structures and that the Premises is free of any hazardous substances (which shall include

all substances defined as those under federal or state laws and regulations) including, but not limited to, as lead paint or asbestos. Any hazardous substances or contamination discovered by Lessee on or about the Premises or on the State Land or facility, shall be promptly reported to Lessor by way of a written notice. If contamination or hazardous substances are discovered on the State Land or Premises, the same shall not be disturbed and the removal thereof shall be at the option and as determined by Lessor; and, if the hazardous substances or contamination will interfere with Lessee's construction, use or operations hereunder, then Lessee may terminate this Lease if Lessor refuses or is unable to promptly commence and complete removal or abatement of the same, in which event neither party shall have any further responsibility or liability under this Lease, unless the contamination was caused by Lessee.

14. Security.

Lessee shall be solely responsible for the security of the Premises and of any and all property and equipment it constructs or installs on the Premises. Lessee shall install and maintain perimeter fencing, with padlocked gates, at the location of the Tower and Equipment Site on which it constructs a tower structure or equipment building and in a design approved in advance by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Any equipment building shall be secured with locks. Lessor shall be provided with set of all access keys so as to permit access to the Premises, including access for inspections for maintenance of state-operated equipment and in case of emergencies. Lessor and Lessee shall each comply with any and all written current written State facility and/or buildings and grounds security rules and/or procedures established by the Lessor. Where appropriate, or if required by Lessor, warning or "keep out" signs shall be posted on the Leased Premises.

15. Utilities.

Lessee shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities in connection with Lessee's construction, installation, operation and maintenance of the Premises and its communications and other equipment thereon, including, without limitation, any electric consumption by its equipment; and Lessee agrees to obtain installation and to pay all costs for installation, of an electric meter directly to the local utility company so charges for usage can be separately billed to Lessee.

16. Taxes, Including Real Estate Taxes.

Lessee shall be responsible for the declaration and payment of any and all applicable taxes or assessments, including real estate taxes assessed pursuant to §58.1-3200 and 58.1-3203 of the Code of Virginia, against the Premises or allocable (on a pro-rata basis) to the Premises and including any sales and personal property taxes arising from equipment and operations thereon. During the term of this Lease or any renewal or extensions thereof, Lessee shall be responsible for the payment of all taxes levied upon the Premises, including supplemental assessments for improvements (including tower and equipment building) constructed by Lessee on the Premises. The parties understand that Lessor, a part of the Commonwealth of Virginia (a sovereign entity) is exempt from taxation by local governments.

17. Assignments and Subleases; Shared Use.

(a) Assignment - Lessee shall not assign this Lease or sublet the Premises without the express written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed if the assignment or sublease meets the purposes and other requirements of this Lease; provided, however, if, with Lessor's consent, Lessee subleases a portion of the Premises to a third party, in addition to the compensation set forth in Paragraph 3 above, Lessee shall compensate Lessor as additional rent thirty percent (30%) of the rent Lessee receives from each approved third party in the same manner prescribed in Paragraph 3 above. Notwithstanding the foregoing, Lessee may, upon written notice to Lessor, assign or transfer this Lease or sublet the Premises or any interest therein, without Lessor's consent, to a subsidiary corporation, partner or affiliate of Lessee which is controlled by, controlling or under common control with Lessee or which is a lawful successor to Lessee by merger or consolidation with or into Lessee or which shall succeed to all or substantially all of the assets, property and business of Lessee by acquisition, spin-off or other means and whose primary business is or will be duly licensed by the FCC for the provision of radio transmission or communications services.

(b) Reservation for Use - In the event this Lease provides and authorizes Lessee to construct a communications tower structure (free standing, rooftop or other), then, as a part of the consideration of this Lease, the following described tower space, between the approximate elevations (from tower base) of 150 feet (maximum height) and 40 feet (minimum height), shall be reserved for the present or future use of Lessor or any other department, agency or institution of the Commonwealth of Virginia for their antennae. Subject to the provisions of Paragraph 9, the tower space herein assigned or reserved for the present or future use of the Commonwealth shall not be used by Lessor or the Commonwealth in a manner, which causes interference with the equipment and communications of Lessee. In the event of shared use by any private entity who will be a new occupant of tower space under an assignment or sublease from Lessee, the required approval thereof shall be subject to the agreement of the assignee or subtenant who shares tower space to expressly assume and be bound by all the provisions and obligations of this Lease, other than any new construction obligations. Any shared use by an assignee or subtenant shall be subject and subordinate to the rights of Lessor and Lessee, as well as any prior occupant of tower space, especially with respect to interference. Any new right-of-way or easements (other than on or over existing right-of-way or easements being used by Lessee) required for utilities or connection to other communications networks or facilities must be approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed and meet all related requirements in this Lease.

18. Default and Termination.

(a) Default - If Lessee violates any of the covenants, conditions or agreements contained in this Lease or which constitute a part of this Lease or if Lessee is in default in the payment of any rent or any other sum owed under this Lease for a period in excess of 30-calendar days after Lessee receives written notice from Lessor or if any bankruptcy proceedings are filed by or against Lessee or if a receiver or trustee of Lessee's property is appointed by a court or if the Premises are vacated or abandoned (which shall not include a temporary cessation in operations) by Lessee, then Lessee shall be deemed in default under this Lease and Lessor shall be entitled to

avail itself of all rights and remedies to which Lessor may be entitled, either at law or in equity; and, upon default, Lessor shall have the immediate right to terminate this Lease and immediately recover and secure possession of the Premises. Termination shall be effective upon Lessor giving written notice thereof to Lessee. In the event of termination for default by Lessee, Lessor shall be entitled to recover all sums of money owed to Lessor under this Lease. Lessor's waiver of any default or waiver of any breach of this Lease by Lessee shall not be considered a waiver of any subsequent default or breach.

If Lessor shall violate any of the covenants, conditions or agreements contained in this Lease and the violation or breach is not cured within 30-calendar days after Lessee has given written notice thereof to Lessor describing the breach, then Lessee may pursue any legal and equitable remedies lawfully available to Lessee.

(b) Other Termination - Notwithstanding any other provisions in this Lease, either party hereto may terminate this Lease at the end of the initial Lease term, or at the end of any Option Term or at the end of any one-year renewal term, by giving a prior written notice of at least 6 months to the other party. Unless and until the notice is given terminating this Lease at the end of the initial Lease term or at the end of any renewal term (as may be applicable), this Lease shall, at the end of the initial Lease term or at the end of any Option Term(s), automatically renew and continue in force from year-to-year at the same annual rental which was payable during the last or prior year of the initial Lease term or any renewal term or other extension of this Lease, subject to all the terms, conditions and agreements as herein contained.

Further, in the event Lessor concludes, in its sole and absolute determination and discretion, that exceptional circumstances exist and that it is in the best interests of the Commonwealth of Virginia or the Lessor to terminate this Lease, then, in the case of a lease of space on an existing tower of Lessor, this Lease may be terminated by Lessor upon the giving of six (6) months prior written notice thereof to Lessee, or, in the case of a new tower constructed by Lessee, this Lease may be terminated by Lessor upon the giving of two (2) years prior written notice thereof to Lessee. Lessor agrees to exercise good faith in any decision to terminate for exceptional circumstances, but shall not be required to disclose the basis therefore if disclosure is protected under the Virginia Freedom of Information Act or other law protecting confidentiality; and, regardless of any such disclosure, Lessee covenants and agrees not to institute any suit challenging such decision to terminate this Lease.

(c) Interest and Liability - Upon termination of this Lease, all right, title, interest and liability of Lessee hereunder shall cease. The parties acknowledge that any disconnection of Lessee's communications services on the Premises may require prior approval of the FCC.

(d) Miscellaneous:

(1) Anti-Discrimination - With respect to all operations under this Lease, Lessee certifies it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable and agrees to comply with the provisions of §1151(1)(a) - (c) and (2) of the Code of Virginia, as amended, prohibiting discrimination.

(2) Immigration Reform and Control Act of 1986 - Lessee certifies that it will not,

during the performance of or term of this Lease, knowingly engage illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended and that Lessee will not knowingly allow any of its subtenants, agents or contractors to employ illegal aliens to work on or about the Premises.

19. Notices.

(a) All notices to Lessor or Lessee required or permitted under this Lease shall be given either:

- 1) By hand-delivery or mailing the notice by certified (regular or next day delivery) U.S. mail, postage prepaid, return receipt requested, or by service of any manner authorized under the laws of the Commonwealth of Virginia for the service of legal process addressed to:

(LESSOR)

Virginia Department of Game and Inland Fisheries
ATTENTION: Real Property Manager
4010 West Broad Street
Richmond, Virginia 23230

(LESSEE)

County of Fauquier, Virginia
ATTENTION: County Administrator, Fauquier County, Virginia
40 Culpeper Street
Warrenton VA 20186

(b) If, under the terms of this Lease, a notice is sent or given by certified U.S. mail, postage prepaid, return receipt requested, the notice shall be deemed to have been given as of the date of receipt. Each party to this Lease may notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above and unless and until the notice of new address is given, notices to a party hereto shall be sufficient if mailed to the party's address as specified above.

20. Binding Effect; Amendments.

The covenants, agreements and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Lessor and Lessee. This Lease constitutes the entire agreement between Lessor and Lessee regarding the Premises and supersedes all prior understandings, representations, warranties, conditions and agreements, either oral or written. Neither party nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by the parties to this Lease. It is understood and agreed that this Lease shall not be binding upon Lessor unless and until Lessor obtains the recommendation of the Virginia Department of General Services and the approval of the Governor of Virginia or his designee, as required by §2.1-504.4(D) of the Code of Virginia (1950), as amended.

21. Exhibits.

The following exhibits and attachments constitute a part of this Lease and are hereby incorporated by reference into this Lease:

- (a) Exhibit A (Tower and Equipment Site Plan) - “Blue Mountain Tower and Equipment Site Plan”, Prepared by Hayes, Seay, Mattern and Mattern, dated 06/06/03
- (b) Exhibit B and Exhibit B1 (State Land) – “Commission of Game and Inland Fisheries H.M Smalley Tracts”, dated 01/07/72
- (c) Exhibit C (Tower and Equipment Improvement Plans and Specifications) – “Structural Design Report for 150’ S3TL Self-Supporting Tower dated 06/20/03

22. Applicable Law.

This Lease shall be governed by and construed according to, the laws of the Commonwealth of Virginia. Any legal action or suit against Lessor arising out of or under this Lease shall be instituted only in the state courts of the Commonwealth of Virginia.

WITNESS the following signatures:

LESSOR: COMMONWEALTH OF VIRGINIA, Board of Game and Inland Fisheries

By: _____ Date: _____
Name: William L. Woodfin, Jr.
Title: Director, Virginia Department of Game and Inland Fisheries

LESSOR: COUNTY OF FAUQUIER, VIRGINIA

By: _____ Date: _____
Name: G. Robert Lee
Title: County Administrator

STATE OF VIRGINIA

County/City of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2003 by William L. Woodfin, Jr., Director of the Virginia Department of Game and Inland Fisheries, an agency of the Commonwealth of Virginia on behalf of the Board of Game and Inland Fisheries, in my jurisdiction aforesaid.

My commission expires: _____

Notary Public

STATE OF VIRGINIA

County/City of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2003, by G. Robert Lee, County Administrator for the County of Fauquier, Virginia, in my jurisdiction aforesaid.

My commission expires: _____

Notary Public

Approved as to Form:

By:

Sr. Assistant Attorney General

Recommend Approval:
Division of Engineering and Buildings

Recommend Approval:
Department of General Services

By: _____

By: _____

Director: _____

Director: _____

Approved by the Governor:

Pursuant to 2.2-1151.C of the Code of Virginia of 1950, as amended, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 88(01) dated December 21, 2001, I hereby approve the foregoing Lease in the stead of the Governor of Virginia.

Date

Secretary of Administration

A Resolution to Amend the Conditions Contained in the Conditional Donation to Fauquier Housing Corporation

RESOLUTION

A RESOLUTION TO AMEND THE CONDITIONS CONTAINED IN THE CONDITIONAL
DONATION TO FAUQUIER HOUSING CORPORATION

WHEREAS, on May 19, 2003, the Board of Supervisors of Fauquier County adopted a resolution donating the sum of up to \$400,000 to Fauquier Housing Corporation to permit the corporation to construct affordable housing; and

WHEREAS, the donation was subject to a number of conditions which are more fully set forth in the Board's May 19, 2003 resolution; and

WHEREAS, Fauquier Housing Corporation has requested the Board agree to the deletion of Condition #6, which obligated Fauquier Housing Corporation to require any subcontractor on the affordable housing project to provide a performance bond insuring the completion of the houses, and Condition #7, which required Fauquier Housing Corporation to provide a performance bond to the County insuring the completion of the houses; and

WHEREAS, Fauquier Housing Corporation has determined that it is not economical or feasible for it to obtain the performance bond required in Condition #7; and

WHEREAS, Fauquier Housing Corporation has determined that it is not economical or feasible to require any subcontractor on the project to provide the performance bond required in Condition #6; and

WHEREAS, Fauquier Housing Corporation has requested that the Board of Supervisors agree to delete these conditions; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the conditions contained in the May 19, 2003 resolution be, and are hereby, amended as follows:

Condition #4: Fauquier Housing Corporation shall not draw on the donative funds until construction for the amount drawn shall have been completed and approved by Fauquier Housing Corporation and the Fauquier County Building Official, or his designee, or such other person as is appointed by the Assistant County Administrator to inspect and approve the construction. With each draw of donative funds, Fauquier Housing Corporation shall submit a statement that the construction work has been completed and has been approved as being in conformance with the contract.

Condition #6: deleted

Condition #7: deleted.

All other conditions of the May 19, 2003 resolution shall remain the same.

A Resolution to Overturn the Planning Commission Determination that Lands Shown on the Preliminary Plat Within the Warrenton Chase Subdivision (PP03-C-17), as a Community Package Treatment Plant with Mass Drainfields, Do Not Qualify as Open Space

RESOLUTION

A RESOLUTION TO OVERTURN THE PLANNING COMMISSION DETERMINATION THAT LANDS SHOWN ON THE PRELIMINARY PLAT WITHIN THE WARRENTON CHASE SUBDIVISION (PPO3-C-17), AS A COMMUNITY PACKAGE TREATMENT PLANT WITH MASS DRAINFIELDS, DO NOT QUALIFY AS OPEN SPACE

WHEREAS, Toll Brothers, applicant for the Warrenton Chase Subdivision's Preliminary Plat, has proposed a community package treatment plant with mass drainfields to provide sewage treatment to the proposed subdivision; and

WHEREAS, Toll Brothers has shown 67.6 acres as dedicated open space as part of the required open space for the subdivision; and

WHEREAS, the aforesaid dedicated open space is planned on the Preliminary Plat to have the community package treatment plant with mass drainfields located thereon; and

WHEREAS, Fauquier County Code §2-309.6 authorizes the Planning Commission to determine whether lands qualify as open space; and

WHEREAS, the Planning Commission has determined that the aforesaid 67.6 acres of land upon which the community package treatment plant, including mass drainfields, is located, does not qualify as open space; and

WHEREAS, the Fauquier County Board of Supervisors has evaluated and considered all evidence presented; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the Board does hereby find that the aforesaid 67.6 acres of land upon which the community package treatment plant, including mass drainfields, is located, qualify as open space.

CONSIDERATION OF SE03-CR-29: A CATEGORY 20 SPECIAL EXCEPTION TO ALLOW A TELECOMMUNICATIONS TOWER IN EXCESS OF 80 FEET

Mr. Graham moved to table action, at the request of the applicant, on a request for special exception to allow a telecommunications tower in excess of 80 feet, until the next regular Board meeting on September 15, 2003. Ms. McCamy seconded, and the vote for the motion was unanimous, as follows:

Ayes: Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks
Nays: None
Absent During Vote: None
Abstention: None

AN ORDINANCE AMENDING THE DEFINITION OF AGRICULTURALLY RELATED USES, COMMERCIAL-2 ZONING DISTRICT AS FOUND IN SECTION 15-300 (DEFINITIONS) OF THE ZONING ORDINANCE

Mr. Weeks moved to postpone action on a proposed amendment to Section 15-300 (Definitions) of the Fauquier County Zoning Ordinance until the next regular Board meeting on September 15, 2003. Mr. Winkelmann seconded, and the vote for the motion was unanimous, as follows:

Ayes: Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks
Nays: None
Absent During Vote: None
Abstention: None

APPOINTMENTS

By unanimous consent, the following appointments were approved:

- Industrial Development Authority (IDA) – Lee District, Ashley Smith, reappointed with a term to expire September 7, 2006.
- Parks and Recreation Board – Marshall District, David Graham, Jr., reappointed with a term to expire September 30, 2007.

SUPERVISORS' TIME

- Mr. Atherton stated that local leaders of the NAACP have invited the Board of Supervisors to a meeting at the First Baptist Church of Warrenton, at a time and date to be determined; matters of mutual interest will be discussed, however, no Board action is anticipated as a result of this meeting.

ANNOUNCEMENTS

Mr. Lee had no announcements.

#RZ03-S-18 – ELEANOR J. BUTLER AND NICHOLAS F. AND MICHELE A. GLOWICKI, OWNERS / APPLICANTS

A public hearing was held to consider an application to rezone approximately 2.0 acres from Residential–1 (R-1) to Residential–2 (R-2). The property is located at 7030 and 7036 Riley Road (Route 676), Scott District, further identified as PIN # 7905-86-7871-000 and PIN #7905-86-7609-000. Rick Carr, Director of Community Development, provided an overview of the application. Michele Glowicki, applicant, spoke in favor of the rezoning application. No one else spoke. The public hearing was closed. Mr. Weeks moved to adopt the following Ordinance. Mr. Graham seconded, and the vote for the motion was unanimous, as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

ORDINANCE

AN ORDINANCE TO APPROVE RZ03-S-18: THE REZONING OF APPROXIMATELY TWO ACRES FROM R-1 TO R-2, ELEANOR J. BUTLER, NICHOLAS F. AND MICHELE A. GLOWICKI, OWNERS AND APPLICANTS

WHEREAS, the properties identified by PIN #7905-86-7871-000 and PIN #7905-86-7609-000 were created in the 1968 subdivision approval of Broken Hills Section 5; and

WHEREAS, because of errors in that approval process, the Fauquier County Circuit Court has determined that Broken Hills Section 5 is not a legally platted subdivision; and

WHEREAS, PIN #7905-86-7871-000 and #7905-86-7609-00 do not contain sufficient land area to be legally platted under their current R-1 zoning designation; and

WHEREAS, the applicant has requested a rezoning to allow the platting of a legal lot without creating any net gain in subdivision density; and

WHEREAS, the Planning Commission conducted a public hearing on RZ03-S-18 and forwarded a recommendation of approval to the Board of Supervisors; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 18th day of August 2003, That RZ03-S-18 be, and is hereby, approved, subject to the following proffered conditions:

1. The rezoning of the subject properties from R-1 to R-2 will result in no net gain in subdivision or development potential. During the period that the zoning is R-2, there will be no additional houses constructed on either of these properties.

2. Within twelve (12) months of the approval of the requested rezoning, the applicants will produce and record a subdivision plat in the same configuration as the properties identified by PIN #7905-56-7871-000 and PIN #7905-86-7609-000.
3. Following recordation of the new subdivision plat, but within the designated twelve (12) month period, the applicants agree that the Board of Supervisors may, on its own volition, rezone the newly recorded lots back to the original R-1 zoning classification.

The applicants further agree that, should the Board of Supervisors not act to rezone these properties to the original R-1 classification within eleven (11) months of the designated twelve-month period, the applicants will initiate such a rezoning prior to the expiration of the twelve-month period.

#SE03-S-30 – WILLIAM S. FRALIN, P.C. & GLADYS M. JOSEPH, TRUSTEES; RICHARD S. & MAGGIE M. STANLEY; CECIL T. & REBECCA W. CAMPBELL, OWNERS, AND SHENANDOAH DEVELOPMENT, LLC., APPLICANTS – CROSS CREEK

A public hearing was held to consider an application for special exception approval under Category 23, which would allow for minor filling and grading within a floodplain to construct an access road. The property is located on Route 29, Scott District, further identified as PIN # 7906-83-2379-000 and portions of PIN #7906-82-0818-000, PIN #7906-82-6836-000, PIN #7906-83-8247-000 and PIN #7906-93-1223-000. Rick Carr, Director of Community Development, provided an overview of the application. Ben Jones, Esquire, spoke in favor of the special exception application on behalf of the applicants. Emma Clayborne, Scott District, and Chuck Medvitz, Scott District, spoke in favor of the application. No one else spoke. The public hearing was closed. Mr. Weeks moved to adopt the following resolution. Mr. Winkelmann seconded, and the vote for the motion was unanimous, as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION APPROVING SE03-S-30: A CATEGORY 23 SPECIAL EXCEPTION TO ALLOW THE CROSSING OF A FLOODPLAIN TO PROVIDE SITE ACCESS FOR COMMERCIAL DEVELOPMENT, SHENANDOAH DEVELOPMENT, LLC, APPLICANT

WHEREAS, the properties identified by PIN #7906-83-2379-000, PIN #7906-82-0818-000, PIN #7906-82-6836-000, PIN #7906-83-8247-000, and PIN #7906-93-1223-000, adjacent to Route 29/15 in the New Baltimore Service District, are planned and zoned for Commercial Highway (C-2) development; and

WHEREAS, access to this property from Route 29/15 requires a minor crossing of a floodplain; and

WHEREAS, Section 5-2300 of the Zoning Ordinance allows such floodplain crossings by special exception; and

WHEREAS, the applicant has requested a special exception pursuant to Section 5-2300 of the Zoning Ordinance; and

WHEREAS, the Fauquier County Planning Commission conducted a public hearing on SE03-S-30 and forwarded a recommendation of approval to the Fauquier County Board of Supervisors; and

WHEREAS, on August 18, 2003, the Board of Supervisors conducted a public hearing; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That SE03-S-30 be, and is hereby, approved, subject to the following conditions:

1. The applicant shall be required to obtain a Conditional Letter of Map Revision (CLOMR) from FEMA for the culvert installation prior to final construction/site plan approval.
2. The applicant shall be required to process a LOMR upon completion of the culvert installation.
3. The proposed stream relocation may require permits from DEQ, DCR, VMRC and the U.S. Army Corps of Engineers. Evidence of applicable permits will be required prior to final construction/site plan approval.
4. Under no circumstances shall any use, activity, and/or development adversely affect the capacity of the channels or floodways of any watercourse, drainage ditch or any other drainage facility or system which would increase flood heights and/or velocities on adjacent properties.
5. Wetlands delineation shall be verified by U.S. Corps of Engineers prior to final construction/site plan approval.
6. The applicant shall obtain Virginia Department of Transportation approval of entrance locations, line of sight, and separation distances prior to final construction/site plan approval.
7. This special exception only reflects an authorization to cross a floodplain at the location identified on the Special Exception Plat. Approval of the special exception does not infer approval of any other development proposals, explicit or implied, that may be shown on the Special Exception Plat.

#SE03-C-32 AND #SE03-C-33 – MARGARET A. HUFNAGEL & OTHERS, OWNERS AND LANDMARK PROPERTY DEVELOPMENT, LLC, APPLICANT – RAYMOND FARM

A public hearing was held to consider an application for special exception approval under Category 20, which would allow for the construction of an on-site wastewater collection and treatment system; and Category 30, which would allow for a waiver of the public sewer requirement. The property is located at the southeast quadrant of the Route 29 and Route 605 intersection, Center District, further identified as PIN # 6995-21-1875-000. Rick Carr, Director of Community Development, provided an overview of the application. John Tillman, applicant, spoke in favor of the special exception application. Tom Harris, Center District; Adrian Style, Center District; Edward “Bo” Tucker, Center District; and Roger Miller, Center District, spoke in favor of the application. Chuck Medvitz, Scott District, opposed the application. No one else spoke. The public hearing was closed. Mr. Winkelmann moved to adopt the following resolutions. Mr. Weeks seconded, and the vote for the motion was unanimous, as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO APPROVE SPECIAL EXCEPTION SE03-C-32 REQUESTING APPROVAL OF A COMMUNITY WASTEWATER TREATMENT AND DISPOSAL SYSTEM, LANDMARK PROPERTY DEVELOPMENT, LLC, APPLICANT

WHEREAS, the Applicant is seeking a Special Exception to allow the construction of a community wastewater treatment and disposal system to serve a proposed 64 lot subdivision; and

WHEREAS, in the matter of SE03-C-32: A Special Exception to construct a community wastewater treatment facility, the Planning Commission has conducted a public hearing; and

WHEREAS, based on public testimony, staff analysis and its own deliberations, the Planning Commission has made a number of findings and conclusions regarding the proposed system; and

WHEREAS, the Board of Supervisors conducted a public hearing on this request and has found the Applicant responsive to the concerns of the Planning Commission and the community; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That SE03-C-32 be, and is hereby approved, subject to the following conditions:

1. The system shall be designed and built to Fauquier County Water and Sanitation Authority (WSA) standards.

2. The system shall be designed to accommodate future connection to a conventional sewer system should lines be extended to the site.
3. The Applicant shall be responsible for all design and construction costs.
4. The Applicant shall be responsible for all costs of initial operation up to the time of transfer to WSA. During this period, the operation will be conducted in conformance with WSA standards.
5. Following system completion and attainment of 90% rate of utilization, or at an earlier time deemed appropriate by the Board of Supervisors and WSA, the entire system (including treatment facilities, primary drainfields, and reserve drainfields) shall be conveyed in fee simple ownership to WSA and will be operated by WSA.
6. Prior to site plan submittal for the private sewage treatment facility approved hereby, the applicant shall:
 - a. File an application with the Health Department and/or DEQ, as appropriate, for the proposed private sewage system.
 - b. Conduct a preliminary meeting with the Health Department and/or DEQ, as appropriate, to determine basic design parameters acceptable to the Department.
 - c. The Health Department and/or DEQ, as appropriate, and the County Soil Scientist shall conduct a field inspection to identify specific sites on the property that are both adequate and suitable for use as effluent discharge areas.
 - d. Submit a soils evaluation proposal to the Health Department and/or DEQ, as appropriate, and the Fauquier County Soil Scientist for the proposed site of drainfields associated with the facility. As part of this evaluation, the applicant shall conduct a saturated hydraulic conductivity test (K-sat) to determine a permeability rate that will be used in developing suitable design criteria.
 - e. Submit a design to dispose of sewage effluent, and calculate nitrate loading, ponding and disposal means in accordance with State and local health codes.
 - f. Effect any design revisions deemed necessary by the Health Department and/or DEQ, as appropriate, and submit the revised package to the local Health Department for the issuance of a permit.
7. The County or WSA shall establish and maintain a reserve fund for future capital replacement of the system or connection to an alternative system to serve this development. The applicant agrees to make an initial cash contribution to this fund of \$20,000. The operating fees assessed to system users shall include a portion to be set aside for this fund, in addition to the fee that recaptures the costs of operating and

maintaining the system. These fees shall commence as each dwelling connects to the system.

; and

RESOLUTION

A RESOLUTION TO APPROVE SE03-C-33: A WAIVER OF THE PUBLIC SEWER REQUIREMENT FOR A SUBDIVISION, LANDMARK PROPERTY DEVELOPMENT, LLC, APPLICANT

WHEREAS, the Fauquier County Subdivision Ordinance generally requires the use of public sewer in subdivisions of 25 lots or greater; and

WHEREAS, the Applicant has made a number of attempts to bring public sewer to this site but the Town of Warrenton has denied the Applicant's request; and

WHEREAS, to deny the Applicant's request for a waiver of the public sewer requirement might unreasonably foreclose development options on the site; and

WHEREAS, the Zoning Ordinance provides that in residential zones, the Board may grant a special exception to waive the requirement for public sewer where certain standards are met; and

WHEREAS, the Fauquier County Planning Commission has conducted a public hearing on SE03-C-33 and has determined that the request is consistent with the requirements of the Zoning Ordinance; and

WHEREAS, the Planning Commission has forwarded to the Board of Supervisors a recommendation to approve SE03-C-33 subject to certain conditions; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That SE03-C-33 be, and is hereby, approved.

#SE03-S-35 – HIGH MOUNTAIN FARM, LLC, OWNER / APPLICANT

A public hearing was held to consider an application for special exception approval under Category 23, which would allow for the construction of a farm pond dam crossing a floodplain. The property is located on the southwest side of Landmark School Road (Route 776), Scott District, further identified as PIN # 7002-92-3409-000. Rick Carr, Director of Community Development, gave an overview of the application. Henry Day, Esquire, spoke on behalf of the applicant in favor of the special exception application. No one else spoke. The public hearing was closed. Mr. Weeks moved to adopt the following resolution. Mr. Winkelmann seconded, and the vote for the motion was unanimous, as follows:

Ayes: *Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

RESOLUTION

A RESOLUTION APPROVING SE03-S-35: A CATEGORY 23 SPECIAL EXCEPTION FOR FLOODPLAIN USE TO ALLOW THE CONSTRUCTION OF A DAM AND FARM POND WITHIN A FLOODPLAIN, HIGH MOUNTAIN FARM, LLC, APPLICANT, CLAUDE SCHOCH, OWNER

WHEREAS, the owners and operators of High Mountain Farm intend to construct a 20.85 acre pond primarily for farm use; and

WHEREAS, the creation of this pond requires the construction of a dam approximately 34 feet in height; and

WHEREAS, the selected location of the proposed dam requires construction in a floodplain; and

WHEREAS, Section 5-2300 of the Fauquier County Zoning Ordinance allows such construction in a floodplain by special exception; and

WHEREAS, the applicant has requested a special exception pursuant to Section 5-2300 of the Fauquier County Zoning Ordinance; and

WHEREAS, the Planning Commission conducted a public hearing on Special Exception SE03-S-35 and forwarded a recommendation of approval to the Board of Supervisors; and

WHEREAS, on August 18, 2003, the Board of Supervisors conducted a public hearing; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That SE03-S-35 be, and is hereby, approved subject, to the following conditions:

1. The applicant shall comply with all requirements and conditions contained in the Virginia Water Protection Permit issued April 17, 2003.
2. The applicant shall obtain and comply with all other applicable Federal, State, and local permit requirements.
3. The impounding structures shall conform to all design criteria listed in NRCS Pond Specification Number 378, or equivalent design criteria accepted by the County Engineer.

CONSIDER INCREASING THE TIPPING FEE FOR CONSTRUCTION AND DEMOLITION DEBRIS TO \$30.00 PER TON

A public hearing was held to consider increasing the rate for receiving construction and demolition debris from \$25.00 to \$30.00 per ton, in order to maintain sound operating procedures at the landfill. Mr. Atherton waived a staff report. Bill Bowen, Marshall District; Chuck Medvitz, Scott District; and Keith Severin, Scott District, spoke in favor of the proposed increase in tipping fees. No one else spoke. The public hearing was closed. Mr. Winkelmann moved to adopt the following resolution. Mr. Weeks seconded, and the vote for the motion was unanimous, as follows:

Ayes: Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks
Nays: None
Absent During Vote: None
Abstention: None

RESOLUTION

A RESOLUTION TO INCREASE THE TIPPING FEE FOR CONSTRUCTION AND DEMOLITION DEBRIS TO THIRTY DOLLARS (\$30.00) PER TON

WHEREAS, on July 1, 2001, Fauquier County began operating the construction and demolition debris landfill; and

WHEREAS, the volume of waste received is exceeding the monthly estimates, which is creating operational pressures; and

WHEREAS, the financial needs of the landfill enterprise are significant, as reserves are required associated with the closure of and opening of new cells in the future; and

WHEREAS, it appears that the current charge of twenty-five dollars (\$25.00) per ton can be increased to thirty dollars (\$30.00) per ton without negative impacts; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 18th day of August 2003, That the tipping fee for construction and demolition debris shall be, and is hereby, increased to thirty dollars (\$30.00) per ton, and this increase shall be effective September 1, 2003.

CONSIDER ABANDONMENT OF A PORTION OF ROUTE 671

A public hearing was held to consider abandoning a portion of Route 671, which has been discontinued for maintenance by the Virginia Department of Transportation, pursuant to Section 33.1-151 of the Code of Virginia, 1950, as amended. This portion of Route 671 is located northeast of Route 50, approximately 0.12 mile north of its intersection with the northbound lane of Route 50. The portion to be abandoned lies within the boundaries of a 32-acre parcel of land identified as PIN #6035-91-4374-000. Mr. Atherton waived a staff report. Warren Stine, Esquire, spoke on behalf of the applicants, Mr. and Mrs. Robert Beckner, in favor

of the road abandonment. Zaida Thompson, Assistant County Attorney for Loudoun County, stated that there was pending litigation regarding this matter and requested the Fauquier County Board to consider deferring a decision on the road abandonment until the Loudoun County case was settled. Tim Shearer, Loudoun County; Bob Rawlings, Paris Mountain; Jo Simpson, Loudoun County; and Donald Maxwell, Loudoun County, opposed the proposed road abandonment. Greg Horner, Piedmont Environmental Council; Jolly DeGive, Paris; and Robert Beckner, applicant, spoke in favor of the road abandonment. No one else spoke. The public hearing was closed. Mr. Atherton moved to table a decision on the abandonment of a portion of Route 671 until the Board of Supervisors' next regular meeting on September 15, 2003. Mr. Weeks seconded, and the vote for the motion was unanimous, as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Joe Winkelmann; Mr. Raymond E. Graham; Ms. Sharon Grove McCamy; Mr. Larry L. Weeks</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

There being no further business, the meeting was adjourned.

I hereby certify that this true and exact record of actions taken by the Fauquier County Board of Supervisors on August 18, 2003.

A Copy Teste

G. Robert Lee
Clerk